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RICARDO DEL RIO and TONY MEHRDAD SAGHEBIAN

8 *(Additional Counsel Listed On Following Page)*

9
10 UNITED STATES DISTRICT COURT
11 NORTHERN DISTRICT OF CALIFORNIA
12

13 RICARDO DEL RIO, an individual
California resident and TONY MEHRDAD
14 SAGHEBIAN, an individual California
resident, on behalf of themselves and all
15 others similarly situated,

16 Plaintiff,

17 v.

18 UBER TECHNOLOGIES, INC., a
Delaware Corporation, RASIER-CA, LLC,
19 a Delaware Limited Liability Company,
and DOES 1 through 10, inclusive,

20 Defendants.

21 Case No. 3:15-cv-03667-EMC

22 **STIPULATION ORDERING PLAINTIFF
TONY MEHRDAD SAGHEBIAN'S CLAIMS
INTO ARBITRATION AND DISMISSING
HIS INDIVIDUAL CLAIMS WITHOUT
PREJUDICE**

23 Complaint Filed: August 11, 2015
FAC Filed: September 21, 2015
Trial Date: None set

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UBER TECHNOLOGIES, INC. and
11 RASIER-CA, LLC

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STIPULATION

Pursuant to Federal Rule of Civil Procedure 41(a)(1), Plaintiff Tony Mehrdad Saghebian (“Plaintiff”) and Defendants Uber Technologies, Inc. and Rasier-CA LLC (together, “Defendants”) (collectively, the “Parties”), by and through their respective counsel of record, hereby stipulate as follows:

WHEREAS, on September 21, 2015, Plaintiff filed a First Amended Complaint in the above-captioned matter adding Tony Mehrdad Saghebian as a Plaintiff in the *Del Rio v. Uber Technologies, Inc., et al* matter;

WHEREAS, on January 22, 2016, Defendants filed a motion to dismiss based, in part, on this Court's prior ruling in *O'Connor v Uber Technologies, Inc. et al.*, Case No. 13-cv-03826-EMC that individuals, like Saghebian, who (1) did not “sign[] up to drive directly with Uber or an Uber subsidiary under their individual name,” or (2) are not/were not “paid by Uber or an Uber subsidiary directly and in their individual name” present individualized issues that are not suitable class treatment; *O'Connor et al. v. Uber Technologies, Inc.*, 2015 WL 8292006 at *3 (N.D. Cal. Dec. 9, 2015);

WHEREAS, in light of that prior ruling, and so as to avoid the Court having to determine the same issue at a later point in this litigation, Plaintiff Tony Mehrdad Saghebian agrees to pursue his claims in arbitration on an individual basis and not on a putative class or collective basis;

WHEREAS, the parties agree that, notwithstanding any provision in any arbitration provision to which Saghebian agreed, Uber will pay for the arbitrator's fees and the arbitration-specific fees pertaining to the resolution of the Plaintiff's claims against Defendants, provided those claims are asserted on an individual basis, and not as a class or collective action; and

NOW THEREFORE, the Parties hereby stipulate and agree, through their undersigned counsel, that (1) Plaintiff's claims against Defendants shall be dismissed from the instant lawsuit; (2) Plaintiff's claims against Defendants shall be resolved in arbitration on an individual basis only, and not on a class or collective action basis; (3) Uber shall pay for the arbitrator's costs and arbitration-specific fees pertaining to the aforementioned arbitration; (4) each party shall bear his or its respective attorneys' fees incurred in relation to the instant action and the aforementioned

1 arbitration, except as otherwise provided in any award of attorneys' fees made by a judge or
2 arbitrator in this action or the aforementioned arbitration; and (5) this stipulation and dismissal shall
3 not influence the rights or obligations of Plaintiff Ricardo Del Rio.

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5 **IT IS SO STIPULATED.**

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7 Dated: February 23, 2016

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9 LITTLER MENDELSON, P.C.

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/s/ *Sophia Behnia*
SOPHIA BEHNIA
LITTLER MENDELSON, P.C.
Attorneys for Defendants
UBER TECHNOLOGIES, INC. and
RASIER-CA LLC

Dated: February 23, 2016

HAMNER LAW OFFICES, APC

/s/ *Amy T. Wootton*
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EVELINA SERAFINI
HAMNER LAW OFFICES, APC
Attorneys for Plaintiff
RICARDO DEL RIO AND TONY
MEHRDAD SAGHEBIAN

*Pursuant to Civil Local Rule 5-1(i)(3), the filer hereby attests that concurrence in the filing of this document has been obtained from all signatories.

PURSUANT TO STIPULATION, IT IS SO ORDERED .

Date: _____

HONORABLE EDWARD M. CHEN
U.S. DISTRICT COURT JUDGE